

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6578842

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEITH J. HARPER	02/04/2021
RECEIVING PARTY DATA	
Name:	ENCORE MEDICAL, L.P. DBA DJO SURGICAL
Street Address:	9800 METRIC BLVD
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78758
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62984363
Application Number:	17189549
PCT Number:	US2120400
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Address Line 4:	SAN DIEGO, CALIFORNIA 92106
ATTORNEY DOCKET NUMBER:	DJOSURG.082
NAME OF SUBMITTER:	MALLARY DE MERLIER
SIGNATURE:	/Mallary K. de Merlier/
DATE SIGNED:	03/02/2021
Total Attachments: 4	
source=DJOSURG082A_Signed_Assignment_Harper#page1.tif	
source=DJOSURG082A_Signed_Assignment_Harper#page2.tif	
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ASSIGNMENT

Identification of ASSIGNOR(S):

Keith J Harper residing in Hixson, TENNESSEE

Identification of ASSIGNEE(S):

Encore Medical, LP DBA DJO Surgical a company having an address at 9800 Metric Boulevard, Austin, TX, 78758-5445
UNITED STATES OF AMERICA.

Subject of this Assignment:

New and useful improvements, technology, inventions, developments, ideas, know-how, ornamental designs and/or discoveries related to: **SURGICAL TISSUE RETRACTOR HOLDING FRAME**. The Subject of this Assignment is referred to herein as the WORK.

Recitations/Purpose:

The ASSIGNOR(S) identified above have contributed to the WORK. One or more patent applications directed to aspects of the WORK have been and/or will be filed with the United States Patent and Trademark Office and/or one or more patent offices of jurisdictions foreign to the United States. The ASSIGNEE(S) identified above desires to acquire the entire right, title, and interest in and to the WORK and all rights in any patent applications and/or granted patents relating to any aspect of the WORK throughout the world. The ASSIGNOR(S) identified above may be inventors with respect to inventions described and/or claimed in one or more such patent applications and/or granted patents, and they desire to transfer their entire right, title, and interest in the WORK to the ASSIGNEE(S) identified above in accordance with the terms of this Assignment.

Assignment of rights from ASSIGNOR(S) to ASSIGNEE(S):

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) have sold, assigned, transferred and set over, and by this Assignment do hereby sell, assign, transfer and set over, to ASSIGNEE(S), its successors, legal representatives and assigns, any and all rights, title, and interest throughout the world in and to the WORK, including but not limited to any and all intellectual property rights of any kind associated with or arising in whole or part from the WORK. This includes but is not limited to any and all patent applications and granted Letters Patent directed to, related to, disclosing, or otherwise arising in whole or part from the WORK that have been or will be filed or granted in any jurisdiction throughout the world. These patent applications and/or granted patents are collectively referred to herein as the PATENTS AND APPLICATIONS, and they include at least the application identified above (if any) as well as the applications and/or patents listed in the table set forth below, following the ASSIGNOR(S)/ASSIGNEE signature pages.

ASSIGNOR(S) acknowledge that the assigned rights to the PATENTS AND APPLICATIONS include but are not limited to:

- (1) any and all rights in and to any provisional applications, nonprovisional applications, design applications, utility models, or any other form of patent or industrial protection application claiming priority to any of the applications and/or Letters Patent set forth in this Assignment or to which any of the applications and/or Letters Patent set forth in this Assignment claim priority, including all parents, children, divisions, continuations, and continuations-in-part of any of them which may be filed in the United States or in any country or countries foreign to the United States throughout the world;

- (2) any and all rights in and to any Letters Patent which may have been or may hereafter be granted in the United States or in any country or countries foreign to the United States that are granted on, relate to, correspond to, or claim priority to any of the applications set forth in this Assignment, and all extensions, renewals, reissues, ex parte reexaminations, inter-partes reviews, post grant reviews, interferences, and derivation proceedings thereof;
- (3) any and all rights of priority under International Conventions arising from any of the applications and/or Letters Patent set forth in this Assignment;
- (4) any and all claims for damages or other remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE(S), or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past, present, and future infringements of any of the applications and/or Letters Patent set forth in this Assignment before or after issuance.

ASSIGNOR(S) agree that ASSIGNEE(S) is/are permitted, but not obligated, to insert or correct specific patent application information such as serial number and filing date regarding PATENTS AND APPLICATIONS covered by this Assignment after its execution.

Obligations of ASSIGNOR(S):

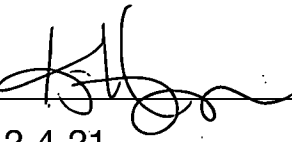
ASSIGNOR(S) authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents, to issue all Letters Patent arising from any and all PATENTS AND APPLICATIONS to the ASSIGNEE, its successors, legal representatives and assigns.

ASSIGNOR(S) agree to communicate to ASSIGNEE(S), its successors, legal representatives and assigns, any facts known to ASSIGNOR(S) respecting the WORK and/or the PATENTS AND APPLICATIONS, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to or arising out of the WORK and/or the PATENTS AND APPLICATIONS or any improvements made to the WORK either now or in the future, sign all lawful papers, authorize the filing of and execute and make all rightful oaths and/or declarations in connection with the WORK and/or the PATENTS AND APPLICATIONS and any improvements made thereto, and generally do everything possible to aid the ASSIGNEE(S), its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the WORK and/or the PATENTS AND APPLICATIONS in all proceedings before administrative agencies or courts of law throughout the world.

In witness whereof, we have signed this Assignment on the date(s) indicated below:

Application No.: TBD
Filing Date: TBD
Veros Ref. No.: DJOSURG.082A

ASSIGNOR: Keith J Harper

Signature: 

Date: 2-4-21

(Optional):

Witness Signature: _____

Name: _____

Date: _____

Application No.: TBD
Filing Date: TBD
Veros Ref. No.: DJOSURG.082A

PARTIAL LIST OF PATENTS AND APPLICATIONS SUBJECT TO ASSIGNMENT

[illegible]

(continued on supplemental sheets if necessary)